

Karolina Kulesza, Bar No. 15504
kkulesza@lawdbd.com
DRIGGS, BILLS & DAY, P.C.
331 South 600 East
Salt Lake City, UT 84102
Telephone: (801) 363-9982
Facsimile: (801) 931-2552
Attorney for Plaintiffs

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH**

EDWARD LESLIE, individually and
on behalf of all others similarly
situated,

Plaintiff,

v.

JOHN C. HEATH ATTORNEY AT LAW,
PROFESSIONAL LIMITED LIABILITY
COMPANY d/b/a LEXINGTON LAW, a
Utah professional limited liability company,

Defendant.

Civil No. 2:15-cv-00833-PMW

**DECLARATION OF EDWARD LESLIE
IN SUPPORT OF PLAINTIFF'S
MEMORANDUM OF POINTS AND
AUTHORITIES IN OPPOSITION TO
DEFENDANT'S MOTION TO COMPEL
ARBITRATION**

Magistrate Judge Paul M. Warner

I, Edward Leslie, hereby declare as follows:

1. I am the named Plaintiff in the above entitled action. I am over the age of 18 and competent to be a witness herein. All statements in this Declaration are true and correct to the best of my knowledge and belief and are based upon my personal knowledge.

2. On or about August 11, 2015, I received a voicemail from Defendant Lexington Law Firm. Prior to receiving this voicemail, I cannot recall ever hearing of Lexington Law Firm.

3. Prior to seeing the Motion to Compel Arbitration filed by Defendant in this case, I don't recall ever seeing the website <http://rentownhomelistings.com/>.

4. To the best of my recollection, I did not visit <http://rentownhomelistings.com/> on or about August 11, 2015, nor did I provide any of my personal or contact information or click any link entitled "View Listings" on this website.

5. From about August 1 through 9, 2015 I searched Craigslist to look for a new house to rent. I recall that I only searched on Craigslist. I did not search for a house on <http://rentownhomelistings.com/>.

6. On August 8, 2015 I toured the house I currently live in. I liked the house and decided I wanted to live in it. On August 8, 2015 I applied to live in the house and was approved on August 9, 2015. On August 12, 2015 I signed the lease contract for the house I currently live in. Having already chosen a house to live in before August 11, 2015, I had no reason to visit <http://rentownhomelistings.com/> on August 11, 2015 to "View Listings" of homes.

7. I did not seek a credit repair consultation from Lexington Law Firm on or about August 11, 2015. I have never sought a credit repair consultation from Lexington Law Firm. I am capable of looking after my own credit and would not seek such a consultation from any

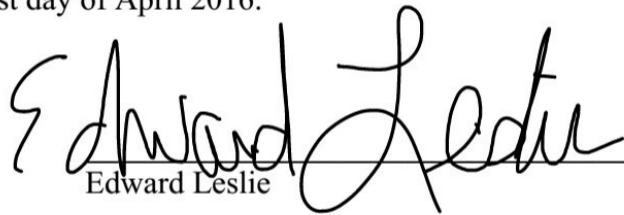
company.

8. I have never seen or read Lexington Law Firm's Terms of Use. On or about August 11, 2015, I did not agree by electronic signature to be contacted by Lexington Law Firm or to Lexington Law Firm's Terms of Use.

9. On or about August 11, 2015 I did not, and still do not, agree to arbitrate any portion of my claims against Lexington Law Firm or to give up my right to proceed as a class action representative in a court of law.

10. At all times, both in the home I currently live in and in my previous home, I have accessed the Internet through a residential Internet Service Provider.

I declare under the penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 1st day of April 2016.


Edward Leslie